

Throughout this form, the “^” symbol is used to represent a blank to be filled in or an option to be considered.

IN THE DISTRICT COURT OF ^ COUNTY, NEBRASKA

^,

Petitioner,

VS.

^,

Respondent.

Case No. ^

DECREE OF DISSOLUTION OF MARRIAGE

DATE OF FINAL HEARING: ^.

DATE OF RENDITION: ^.

DATE OF ENTRY: See court clerk’s file-stamp date.

See NEB. REV. STAT. § 25-1301. “Rendition” and “Entry” are words of art having specific definitions. The date of hearing will be known and should be filled in. The date of “rendition” would generally be left blank unless you are quite certain that the decree will be signed the same day as the hearing.

If the decree is not actually “rendered,” i.e., signed, on the date of the hearing, I will take the case under advisement pending preparation of decree. The date of rendition will be the date I actually sign the decree.

The date of “entry” is determined by the date of filing by the court clerk, and is the operative date for appeal and for the waiting periods.

If you are leaving a blank for me to fill in, be sure to leave a long enough blank. Many fonts with proportional spacing will not leave enough room. Better too much than not enough.

The preferred date format is “Month Date, Year,” e.g., December 21, 2001.

The initial paragraph deals only with the proceedings at trial. The appearances have been moved from the first numbered paragraph of the decree to the opening introductory paragraph. They will need to be changed according to actual appearances. When that is uncertain, it is fine to bring a decree with blanks to be filled in or boxes to be checked. Unless you are fairly certain the decree will be entered without changes that day, it is best to insert a blank for the date of rendition and to leave in the check box and advisement language.

This matter came on for final hearing. The petitioner appeared personally and was represented by ^, and the respondent appeared personally and was represented by ^. A trial was had to the Court. [] The matter was taken under advisement.

NOW, effective upon the date of filing of this decree by the court clerk (the date of “entry” of decree), the Court, being fully advised in the premises, hereby finds, orders, adjudges and decrees as follows:

I have eliminated the blank for a date of entry and provided a description instead. The date of entry is determined by the clerk file-stamping and dating the decree. Even where I sign the decree in court, that does not guarantee that the file-stamping and dating will occur that same date.

The descriptive parenthetical has been added to clearly relate the filing date to the time periods in paragraph 3.

1. **JURISDICTION:** At filing, the ^petitioner resided in this county ^and now resides in this county. The ^petitioner resided in Nebraska for more than one year prior to filing. More than 60 days have passed since personal service was perfected or a voluntary appearance was entered. Neither party is now a party to any other pending action in any court for divorce, legal separation, or dissolution of marriage. Neither party is a member of the Armed Forces of the United States or any of its allies. The Court has jurisdiction of both parties and the subject matter of this action.

The jurisdiction paragraph may have to be modified in many instances. This paragraph is designed only for the most common situation.

2. **JURISDICTION:** At filing, the petitioner resided in this county and now resides in this county. The petitioner resided in Nebraska for more than one year prior to filing. More than 60 have passed since constructive service or personal service outside the state was accomplished. The petitioner is not a party to any other pendign action in any court for divorce, legal separation, or dissolution of marriage. Although the court has jurisdiction of the person of the petitioner and the subject matter of the dissolution of marriage and child custody and visitation issues, the court does not have personal jurisdiction over the respondent to divide property or debts or grant any monetary relief.

This jurisdiction paragraph is intended for the situation where no personal jurisdiction can be obtained over the respondent and relief is limited accordingly.

3. **MARRIAGE:** The petitioner and the respondent were married on ^, in the City of ^, ^ County, ^Nebraska.

It is preferable to specify the marriage being dissolved with exactitude, i.e., by date and place of marriage. While city and state of marriage are indispensable, it is preferable to include the county also.

4. **DISSOLUTION:** All reasonable efforts to reconcile have been made and there is no reasonable possibility of reconciliation. The marriage is irretrievably broken

and should be, and hereby is, dissolved. This decree becomes final and operative after 30 days from date of entry, except for purposes of appeal and except that neither party may remarry (other than to each other) for six months from date of entry and the parties are deemed as married for health insurance purposes during such six month period. If either party dies prior to expiration of such time periods, the decree becomes final as of the date of entry.

I have tried to simplify the above paragraph. It is essential that the decree positively find that the marriage is irretrievably broken and positively order that the marriage is (not just should be) dissolved.

There are a number of versions of the following paragraph, depending upon the presence or absence of written or oral stipulations. The first version on default is new, but would not necessarily be the most common.

5. **DEFAULT:** More than 30 days have elapsed since personal service was perfected or a voluntary appearance was entered, and the respondent has failed to file any written response to the petition and is in default for want of answer. The court accepts the allegations of the petition as true, and grants further specific relief upon the evidence presented.

6. **WRITTEN AGREEMENT:** The written settlement agreement received as Exhibit ^1 is fair and reasonable in all respects, and is not unconscionable, and is hereby approved, and compliance therewith ordered, and the following findings and orders are pursuant to the stipulation.

7. **WRITTEN AGREEMENT:** The written settlement agreement received as Exhibit ^1 is fair and reasonable, and is not unconscionable, and is hereby approved, and compliance therewith ordered, except that ^. To such extent, the stipulation is disapproved. Except as disapproved, the following findings and orders are pursuant to the stipulation.

The above version is for the occasional instance in which I would refuse to approve a particular provision, usually relating to children. You would not ordinarily use this provision in advance of the hearing, unless you really believe that is what I am going to do.

8. **WRITTEN AGREEMENT:** The written settlement agreement received as Exhibit ^1 is fair and reasonable in all respects and is not unconscionable, and is hereby approved, and compliance therewith ordered, and the following findings and orders are pursuant to the stipulation, which provides as follows: ^

The above version is for some lawyers who prefer to recite specific terms of the written agreement in the decree. When properly used, some of the later paragraphs may be dispensed with. However, all of the mandatory language from those later paragraphs needs to be present and is easily overlooked in the context of an agreement. For this reason, I discourage use of this alternative and prefer use of the first version of the WRITTEN AGREEMENT paragraph.

9. **ORAL STIPULATION:** The oral stipulation made in open court at trial is fair and reasonable in all respects and is not unconscionable, and is hereby approved, and the following findings and orders are pursuant to the stipulation, which provides as follows: ^

The above version is for oral stipulations covering all issues.

10. **ISSUES TRIED AND ORALLY STIPULATED:** The parties were unable to agree as to certain issues and a trial was had on such issues. The parties stipulated in open court as follows: ^. The stipulations are fair and reasonable in all respects and are not unconscionable, and are hereby approved, and compliance therewith ordered, and the findings and orders hereinafter made incorporate such stipulations insofar as they go, and the Court determines the other issues upon the evidence presented.

The above version is for oral stipulations covering some issues only.

11. **ISSUES TRIED AND STIPULATED:** The parties were unable to agree as to certain issues and a trial was had on such issues. The written stipulations received as Exhibit ^1 are fair and reasonable in all respects and are not unconscionable, and are hereby approved, and compliance therewith ordered, and the findings and orders hereinafter made incorporate such stipulations insofar as they go, and the Court determines the other issues upon the evidence presented.

12. **ISSUES TRIED:** The parties were unable to agree as to any issues and a trial was had, and the Court determines the matters upon the evidence presented.

I have consolidated the former NO CREDIT and PAYMENTS paragraph by making the former the first subparagraph of the latter.

13. **PAYMENTS:**

A. **No credit shall be allowed** for any payments required to be paid to the Clerk of the District Court or to the State Disbursement Unit and which are not paid to the proper officer. All references to the court clerk or Clerk of the District Court shall mean the Clerk of the District Court of ^ County, Nebraska.

B. All payments of **alimony (not qualifying as spousal support), property settlement, child care expenses, attorneys fees, and/or costs** ordered in this decree shall be paid to the **Clerk of the District Court** for disbursement to the person entitled to receive the same.

Although it does not hurt to leave all of the optional relief items in the above paragraph, I prefer to delete those which are not actually awarded in the decree to avoid confusion for the parties. "Property settlement" means a *monetary* judgment to equalize division of property and does *not* include a *purely in-kind* division of property.

Basically, alimony payable to the custodial parent of minor children qualifies as "spousal support" paid to the SDU. Alimony payable with no minor children is paid to the clerk. Case law has not definitively determined that alimony paid to a noncustodial parent is not "spousal support" but that it my interpretation of the statutory language.

C. All payments of **alimony (spousal support), child support, and/or medical support** ordered in this decree shall be paid to the **State Disbursement Unit** for disbursement to the person entitled to receive the same.

14. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property shall consist of all of the property now in the petitioner's possession, subject to all encumbrances thereon.

15. **RESPONDENT'S PROPERTY:** The respondent's sole and separate property shall consist of all of the property now in the respondent's possession, subject to all encumbrances thereon.

The above two paragraphs would be used where all property has already been divided and no real estate description is involved.

16. **PETITIONER'S PROPERTY:** The petitioner's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the petitioner's possession except as specifically awarded to the respondent herein.

B. ^.

17. **RESPONDENT'S PROPERTY:** The respondent's sole and separate property, subject to encumbrances unless otherwise provided herein, shall consist of:

A. All of the property now in the respondent's possession except as specifically awarded to the petitioner herein.

B. ^.

The decree must SPECIFICALLY DESCRIBE any REAL ESTATE awarded to either party by CORRECT LEGAL DESCRIPTION. Otherwise, the later provision regarding documentation becomes futile. As a former real estate lawyer, I insist upon proper compliance. Even if received by the sole title-holder, the best practice would be to include the legal description. I have no objection to additional supplemental descriptions, such as "family home" or by street address. Also, remember that many county clerks will not recognize (and I think properly so) use of the decree to transfer a motor vehicle without signature of the transferring party on the title unless the VIN number is recited in the decree.

18. **DEBTS:** The indebtedness of the parties shall be paid as follows:

A. Each party shall pay the debts incurred by that party personally since the separation on ^.

B. The petitioner shall pay the following: ^.

C. The respondent shall pay the following: ^.

D. Each party shall indemnify and hold the other party harmless of all liabilities such party is required to pay and of all debts encumbering property such party receives.

19. **PROPERTY SETTLEMENT:**

A. The ^respondent shall pay to the court clerk for disbursement to the ^petitioner as property settlement the total sum of \$^, payable as follows:

(1) ^.

B. The judgment shall bear interest at the judgment rate (see "JUDGMENT" paragraph below) from the date of entry until paid.

C. There shall be no interest upon any installment paid on or before the due date thereof, but any delinquent installment shall bear interest at the judgment rate (see "JUDGMENT" paragraph below) from due date until paid.

The above paragraphs are only used for monetary judgments to equalize division of property. The last two paragraphs regarding interest are mutually exclusive, and only one of the two should be used. There are, of course, other possibilities, such as acceleration provisions, but I have only included the most common situations. If a rate other than the judgment rate is to be agreed upon between the parties, it will need to be specifically substituted for the phrase "the judgment rate" as "the rate of x% per annum." It is important to specify the applicable interest to avoid future disputes over interpretation of the decree or inconvenience in referring to former statutes.

20. **ALIMONY:** Neither party shall pay any alimony to the other party.

21. **ALIMONY:** Neither party shall pay any alimony to the other party. However, pursuant to the agreement of the parties, the indemnities as to debts and encumbrances are provided in substitution for alimony payments, and any such indemnity obligation shall be considered to be “in the nature of support,” for the benefit of the party to whom the particular indemnity obligation runs. Despite the characterization of indemnities as support, this decree shall not be modified to include or “increase” any alimony or spousal support.

The last two sentences are optional in stipulated situations. They relate to the characterization of debt in the event of bankruptcy. I have included the last sentence to allay concerns regarding future modification based on the indemnity language.

22. **ALIMONY:** Neither party shall pay any alimony to the other party. However, to the extent that the federal courts may consider this court’s intentions relevant to the characterization of such support under federal law, this court intends that the indemnities as to debts and encumbrances are provided in substitution for alimony payments, and should be considered to be “in the nature of support,” for the benefit of the party to whom the particular indemnity obligation runs. Despite such intentions, this decree shall not be modified to include or “increase” any alimony or spousal support.

Case law makes it clear that state courts have no power to authoritatively make the determinations of the last two sentences, relating to the characterization of debt in the event of bankruptcy. However, federal bankruptcy judges have reported that the state court’s intention may be a factor considered under federal law, so I have provided language for use where alimony is litigated. I have included the last sentence to allay concerns regarding future modification based on the indemnity language.

23. **ALIMONY:**

A. The ^respondent shall pay alimony to the court clerk for disbursement to the ^petitioner in the total sum of \$^, payable as follows:

(1) ^.

B. Such alimony is subject to termination on the death of either party or the remarriage of the recipient.

C. Such alimony is not subject to termination on the death of either party or the remarriage of the recipient.

While alimony terminates by law upon death or remarriage unless provided otherwise, I prefer to leave in the language even if terminable, for the convenience of the parties. The first version

is the statutory default for terminable alimony and second version
is for stipulated nonterminable alimony.

D. The judgment shall bear interest at the judgment rate (see “JUDGMENT” paragraph below) from the date of entry of decree.

E. There shall be no interest upon any installment paid on or before the due date thereof, but any delinquent installment shall bear interest at the judgment rate (see “JUDGMENT” paragraph below) from due date until paid.

I have added interest paragraphs for the same reasons discussed
above. Again, the two interest paragraphs are mutually exclusive
and only one should be used.

F. In addition, pursuant to the agreement of the parties, the indemnities as to debts and encumbrances are provided in partial substitution for alimony payments, and any such indemnity obligation shall be considered to be “in the nature of support,” for the benefit of the party to whom the particular indemnity obligation runs.

G. In addition, to the extent that the federal courts may consider this court’s intentions relevant to the characterization of such support under federal law, this court intends that the indemnities as to debts and encumbrances are provided in partial substitution for alimony payments, and should be considered to be “in the nature of support,” for the benefit of the party to whom the particular indemnity obligation runs.

The last two subparagraphs concern bankruptcy characterization,
and the same explanation as set forth above applies.

24. **INCOME TAX:** The parties shall file separate income tax returns for tax year ^.

25. **INCOME TAX:** Unless their total income tax liability would be less with separate returns, the parties shall file joint income tax returns for tax year ^, and each shall be responsible for the portion of any tax liability due, and shall be entitled to any refund, in proportion to the adjusted gross income of each. All amounts of income tax withholding and estimated income tax payments made by each party shall be applied to the proportion of the tax liability of such party.

The two paragraphs above are optional. Only one version should be included in a particular decree. Tax law considers the parties’ marital status at the end of the tax year. Because decrees now become final for such purposes after 30 days, only parties whose decree is entered in December could be affected by either of these paragraphs. Persons whose decree is entered in any other month will be considered as single at the end of the tax (calendar) year, and would not have any choice except filing as single persons.

26. **COSTS AND ATTORNEYS' FEES:** Each party shall pay such party's own final costs, including attorneys' fees.

If a complete record is to be waived, that language must be included by written waivers by BOTH parties. That can be done in each party's pleading or by separate waivers or by inclusion in the property settlement agreement or any combination. Because I designed this form primarily for my own convenience, I have not included the waiver language in the body. You may wish to add to the paragraph(s) an optional provision: "Complete record was waived by both parties."

27. **COSTS AND ATTORNEYS' FEES:** The ^respondent shall pay \$^ taxed as costs of this action within ^ days of the entry of this decree. The ^respondent shall pay attorney fees for the benefit of ^petitioner's attorney of \$^, in addition to any temporary allowance for such fees, taxed as additional costs. ^There shall be no interest upon any installment paid on or before the due date thereof, but any delinquent installment shall bear interest at ^the judgment rate (see "JUDGMENT" paragraph below) from due date until paid.

If there is to be any amount of costs paid or reimbursed by either party after the hearing and which has not been paid in full prior to the hearing, then the decree must set forth a specific and definite amount of costs to be taxed. "One-half of the costs" is not a definite amount. I expect counsel to check on the amount of costs and provide a definite amount, rather than to leave a blank for me to fill in, particularly regarding cases under advisement. It is quite irritating to get a decree in the mail with a blank left for costs and have no way to check the file without a long-distance phone call to the clerk. Decrees submitted with a blank after the hearing are likely to be filled in with "zero." The same requirement for a specific and definite amount applies to attorneys' fees, except that I will allow a fractional or percentage payment order by specific agreement of the parties. However, the fractional or percentage payment order for attorneys' fees is NOT a judgment and is enforceable only through contempt.

28. **CHILDREN:** There are no children of the marriage.

The above paragraph would be used when there were never any children born to the marriage. It would NOT be used if there have been children born, but all are of age, emancipated, deceased, etc.

29. **CHILDREN:** There are no children of the marriage whose welfare would be affected by this decree.

This version would be used when there were children born to the marriage, but all children are of age, emancipated, deceased, etc.

30. **CHILDREN:**

A. There is no entry concerning any minor child affected by this action in the Nebraska Child Custody Jurisdiction Act Registry of the Court, and this Court has jurisdiction of the minor child(ren) of the parties to this action, as follows:

^, born on ^.

2000 Neb. Laws, L.B. 972, requires a support order to include the birthdate and social security number for each child. I have dealt with the social security numbers by a later paragraph contemplating that the SSN will be on the Appendix "B" attachment.

B. The ^petitioner is awarded the care, custody and control of the minor child(ren) of the parties, subject to reasonable rights of reasonable visitation and correspondence in the ^respondent.

Use the above paragraph where the specific schedule is not to be included. If the agreement simply says "reasonable" then this paragraph must be used and Appendix "C" would not be used.

C. The ^petitioner is awarded the care, custody and control of the minor child(ren) of the parties, subject to specific rights of visitation and correspondence in the ^respondent as set forth in Appendix "C" attached and incorporated by reference.

If the agreement provides for Appendix "C" then the above paragraph should be substituted for the preceding paragraph. My preference, however, is for "reasonable" visitation. I desire to use Appendix "C" mainly where the parents cannot work things out. In other words, Appendix "C" should be the exception, not the rule.

D. Appendix "A," Supplemental Order for Custody, etc., attached is incorporated into this Decree, and the parties are directed to comply therewith.

The above paragraph is mandatory in all child-custody cases and Appendix "A" must be attached to all decrees. However, in joint custody cases, the phrase should be changed to "Supplemental Order for Joint Custody" and the joint custody version of Appendix "A" should be attached.

E. The court retains jurisdiction over the minor child(ren), ^, but declines to exercise such jurisdiction during the pendency of juvenile court proceedings now existing in the ^County Court of ^ County, Nebraska. The parties are ordered to notify the court clerk in writing upon the termination of juvenile court jurisdiction over any such child^ within 10 days after the dismissal of such proceeding or other action terminating juvenile court jurisdiction.

The above paragraph is used only in those cases where a juvenile case is in existence. I do NOT assign divorce cases to the juvenile court, as juvenile court jurisdiction contemplates termination of the case prior to majority. However, I do not want to exercise jurisdiction while the juvenile case is pending, as that would waste judicial resources. Thus, the district court retains jurisdiction but will decline to exercise such jurisdiction so long as the juvenile court action remains alive.

31. **CHILD SUPPORT:**

A. The ^respondent is ordered to pay child support to the State Disbursement Unit, for distribution to the ^petitioner, at the rate of \$^ per month when

there are three children subject to the order, \$^ per month when there are two children subject to the order, and \$^ per month when there is one child subject to the order. Such payments shall commence on the first day of the month following the date of entry of this decree, and continue in a like amount on the first day of each month thereafter until each child reaches majority under Nebraska law, becomes emancipated, becomes self-supporting, marries, or dies, or until the further order of the Court.

This paragraph is carefully designed to contemplate the out-of-chronological-order termination of support. It is preferable to and more accurate than language such as "\$X until the oldest child reaches majority ..." The language for termination is specified by the child support guidelines and should not be deviated from.

B. The amount of delinquent temporary support of \$^ is preserved herein, and ordered paid by the ^respondent forthwith.

The above paragraph should always be included where there is unpaid support owing at the time of the decree. Counsel need to check on this prior to the final hearing. This must be obtained from the SDU and is not available from the clerk.

C. Delinquent child support installments shall bear simple interest at the judgment rate (see "JUDGMENT" paragraph below) from thirty (30) days after date of delinquency until paid.

The above paragraph is required by Supreme Court rule (Uniform District Court rule). The actual judgment rate is handled in the JUDGMENT paragraph below.

D. The child support amount has been determined pursuant to the Nebraska Child Support Guidelines, and the findings of the parties' incomes and calculations under the guidelines used in determining the amount of support are set forth on Appendix "B" attached hereto.

APPENDIX "B" MUST BE ATTACHED TO ALL DECREES INCLUDING CHILDREN, EVEN IF JOINT CUSTODY WORKS OUT TO NO NET CHILD SUPPORT. Do NOT use the above paragraph if there is any deviation from the guidelines, even if the parties agree to the deviation. The paragraph below should be used for ANY deviation. My Appendix "B" rounds to the nearest dollar; any other "rounding" constitutes a deviation.

E. Sufficient evidence has been produced to rebut the presumption that the Nebraska Child Support Guidelines should be applied because ^. The findings of the parties' incomes and calculations under the guidelines, and the deviation therefrom, used in determining the amount of support are set forth on Appendix "B" attached hereto, including Worksheets 1 and 5.

The above paragraph is used where there is ANY deviation. The specific reason for the deviation must be specified and EVIDENCE MUST BE ADDUCED at the hearing to support the deviation. "Agreement of the parties," in and of itself, is not sufficient to support a deviation and smacks of the "unholy bargain."

F. Pursuant to guideline N, the ^respondent shall also be required to pay child-care expenses of \$^ per month to the court clerk for disbursement to ^petitioner. The first installment shall be paid on the first day of ^ and a like installment on the first day of each month thereafter until ^.

G. Pursuant to guideline N, the ^respondent shall also be required to pay ^% of the child-care expenses reasonably and necessarily incurred by the ^petitioner due to the employment[, or training and/or education necessary to obtain employment or enhance earning potential,] of the ^petitioner. The ^petitioner shall submit an itemized statement of the hours and charges actually incurred for such employment-related child-care expenses to the ^respondent within a reasonable time after the conclusion of each calendar month, and the ^respondent shall reimburse the ^petitioner for ^% of such amount within 10 days thereafter. In lieu thereof, the ^petitioner may, at h^er option, arrange for any child-care provider(s) to submit a monthly, itemized billing directly to the ^respondent showing the employment-related hours and charges for child-care services, such that the ^respondent shall make payment of ^% thereof directly to the child-care provider within 10 days after each such billing.

The above two paragraphs are optional and different language may be appropriate depending upon the particular circumstances. The bracketed language in the first sentence is not automatic and may only apply under specific circumstances. The first alternative contemplates fixed payments through the court clerk and the second alternative contemplates fluctuating payments directly to the custodial parent or care provider.

32. **SOCIAL SECURITY NUMBERS:** The social security numbers of the parties and all minor children are set forth on Appendix "B" attached.

2000 Neb. Laws, L.B. 972, requires a support order to include the social security number for each child and for the parties. I have recently revised Appendix "B" to provide that the SSNs appear there. When I post a decree decision to the Internet in a contested case, the SSNs on Appendix "B" (as well as the remainder of Appendix "B") is not posted.

33. **WITHHOLDING & ENFORCEMENT (MANDATORY):**

A. The income of the party obligated to pay support shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act.

B. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by the State Disbursement Unit, in cases where court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, such party may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event such party fails to pay and appear as so ordered, a warrant shall be issued for such party's arrest.

The above paragraph and subparagraphs are mandatory unless deferred withholding can be justified (see below).

34. **WITHHOLDING & ENFORCEMENT (DEFERRED):**

A. The income of the party obligated to pay support shall not be initially subject to income withholding, because ^[such party has demonstrated good cause not to require immediate income withholding because ^.] ^[the parties have entered into a written agreement providing an acceptable alternative arrangement consisting of ^, which is incorporated herein.]

B. In the event that such party fails to pay any child, medical, or spousal support payments, as such failure is certified each month by the State Disbursement Unit, in cases where court-ordered support is delinquent in an amount equal to the support due and payable for a one-month period of time, such party shall be subject to income withholding, which shall be implemented pursuant to the Income Withholding for Child Support Act, and may be required to appear before this Court on a date to be determined by the Court and show cause why such payment was not made. In the event such party fails to pay and appear as so ordered, a warrant shall be issued for such party's arrest.

As the language indicates, the "deferred" alternative has very limited application. The first is "demonstration of good cause." I have not yet seen a sufficient demonstration of good cause. Employers have had sufficient time to learn to live with withholding. The statute, by its definitions, clearly contemplates that withholding will be ordered for self-employed persons. Good cause, in this instance, has a high bar that is unlikely to be met.

Feel free to try, but be prepared to fail. The second alternative is agreement of the parties WITH an acceptable alternative arrangement. Agreement alone is not sufficient. An acceptable arrangement does NOT include the mere promise that the payer will pay directly to the clerk. It must be some arrangement that provides the substantially the same degree of certainty as withholding. For example, automatic withdrawals from an established bank account secured by a letter of credit from the bank might be sufficient.

35. INCOME TAX EXEMPTION:

A. The ^respondent, if such party pays child support as ordered herein, shall be entitled to claim the minor child(ren) for dependency exemption purposes for federal and state income taxes.

I have split the former long paragraph into the above subparagraphs for clarity.

The above paragraph is designed for all deductions to go to the same party and will have to be modified for splitting deductions.

B. The ^petitioner is ordered to sign a written relinquishment of the ^petitioner's claim to the dependency exemption separately for each child for each year including and following the date of the decree until the obligation of support for such child terminates. The ^petitioner is ordered to deliver such relinquishment to the ^respondent for the next preceding calendar year on or before January 31 of each year, but only if all child support payments due are paid as the end of such preceding calendar year.

The language requiring the custodian to sign the written relinquishment is mandatory, and decrees purporting to award an exemption but omitting the written relinquishment language are not sufficient.

C. The ^respondent is ordered not to claim any dependency exemption at any time when such party has not paid all child support payments which have become due.

D. The Court retains jurisdiction to enter such orders as may be necessary, including contempt proceedings or modification of support, in the event a party claims a dependency exemption at a time when the party has not paid all accrued child support payments or when this order requires the party to relinquish such exemption.

The last sentence has been modified to make it clear that sanctions may follow either for claiming an exemption when child support is unpaid by that party or by claiming an exemption that the decree allocates to the other party.

36. **HEALTH INSURANCE:**

A. There is no health insurance for the minor child(ren) provided or available through the employment of either party. Within 30 days of the entry of this decree, the custodial parent shall file an affidavit, supported by oath or affirmation, that the custodial parent has obtained or officially applied for insurance coverage for each minor child through the Kids Connection program.

Either the above paragraph or one of the following two paragraphs is mandatory in all decrees with minor children. If there is no insurance available through employment and the parties do not desire to include an agreement for insurance, there should at least be a finding that there is no insurance provided to either party through employment and insurance obtained or application made through Kids Connection.

B. The ^respondent shall maintain the existing or equivalent health insurance coverage on each minor child until the obligation of support terminates as above set forth.

The above version should be used when the obligation to provide insurance is absolute and not conditioned upon insurance being provided through employment.

C. The ^respondent shall provide health insurance coverage on each minor child until the obligation of support terminates as above set forth, so long as such coverage is provided through such party's employment.

The above version is used when the obligation is conditioned upon insurance being provided through employment.

The paragraph which follows pertains to Guideline O as recently amended.

D. Any reasonable and necessary health care expenses incurred for a minor child for whom the obligation of support has not terminated and which are not reimbursed by insurance shall be paid as follows:

(1) The custodial parent shall pay all such expenses included in the first \$1,200.00 of unreimbursed health care expenses for the family unit ("family unit" comprises custodial parent and all minor children residing with custodial parent) for each calendar year.

(2) After satisfaction of the paragraph (1) requirement, the amount of any such expenses shall be paid ^% by the petitioner and ^% by the respondent.

(3) Notwithstanding paragraphs (1) and (2) above, if any such expenses are not reimbursed because of the negligent or intentional failure of a party to provide required insurance, the party failing to provide insurance shall be responsible to pay the portion of such expenses that would have been paid by the required insurance.

E. The health insurance policy information necessary to comply with the reporting requirement hereinafter set forth shall include, at a minimum, the following: (1) insurance company name and address; (2) policy number (for group policy, both group number and individual identifying number); (3) policy holder name (for group policy, both group name and individual name); (4) policy holder's social security number; and, (5) name, address, and telephone number of any person or entity (such as an employer) with which claims are to be filed or reported.

The above language has been fine-tuned to shorten the paragraph, but the content remains the same. This paragraph is mandatory when either party is required to provide insurance under the decree.

F. If the custodial parent files a written request with the Clerk, the party required to provide insurance shall file with the Court and serve upon the custodial parent, at least annually, a certificate of the insurance company documenting that the required health insurance is currently in effect.

The above paragraph is optional.

G. The party required to provide insurance shall fully cooperate with any health care provider to facilitate availability of prompt medical care, attention, and treatment to any minor child of the parties.

The above paragraph is optional.

37. **REPORTS:** BOTH PARTIES shall be required to furnish the Clerk of the District Court for this county, in writing, with such party's address (including specific street address or other physical location, in addition to mailing address), telephone number, and social security number, the name and address of such party's employer, whether or not such person has access to employer-related health insurance coverage and, if so, the health insurance policy information, and any other information that the Court shall deem relevant until any judgment for alimony, child support, property settlement, attorneys fees, and/or costs, herein made are paid in full. Each party shall also be

required to advise the Clerk of any changes in such information between the time of entry of this Decree and payment of the judgment in full, within ten (10) days after the effective date of such change. Failure to comply with the provisions of this section shall be punishable by contempt.

The above paragraph is mandatory and I specifically require that the language apply to BOTH parties, not just the payer.

38. **DOCUMENTATION:** Each party is ordered to execute and deliver to the other party such documents as will be necessary to transfer all of the interest of the party not receiving the property to the party who shall receive the particular property under this Decree. In the event that any party fails to execute and deliver such documents within thirty (30) days of this Decree, this Decree shall have the effect of a conveyance and/or release under NEB. REV. STAT. § 25-1304, as amended, with the same effect as though the appropriate documents of conveyance or release had been executed and delivered in conformity with this Decree.

The above paragraph is mandatory when property is to be transferred by the decree, but is otherwise optional.

39. **JUDGMENT:**

A. Judgment is hereby entered against ^respondent and in favor of ^petitioner for ^child support, ^child care, ^alimony, ^property settlement, ^attorneys' fees, and ^costs as above set forth.

B. The judgment rate applicable as of the date of entry of this decree is ^% per annum.

The above paragraph is mandatory when there is any monetary judgment to be entered. It is primarily for the benefit of the clerk.

Any item for which there is *no* monetary judgment should be *deleted*.

"Child care" only applies to *fixed amounts paid through the clerk*, and not to percentage amounts paid to the custodial parent or care provider.

In-kind division of property is not a monetary judgment for "property settlement." There is *"property settlement"* only when *either party is required to pay money to the other party* (which must be done through the clerk).

The *"attorney fee"* item should only be left in when either party is being required to pay a *specific definite amount* of attorney fees for the benefit of the other party's attorney, and has not already been paid. The specific definite amount of the judgment must be set forth in the appropriate paragraph above, i.e. "one-half of the

petitioner's attorney fees" is not a definite amount. While a fractional or percentage order for attorney fees is allowed, it is NOT a judgment and is enforced only by contempt.

There is only a judgment for costs if there remain costs to be paid or reimbursed by either party. Fractional or percentage orders as to costs are not allowed.

40. **NAME CHANGE:** Pursuant to NEB. REV. STAT. § 42-380 and the request of such party, the name of the ^petitioner is hereby changed from ^, such party's former name, to ^, the name of such party after entry of this decree. The change of name shall be effective as of the date of entry of this decree.

Use the party's full name spelled out completely, e.g., Georgia Jane Smith. Because this provision changes the person's name, you should be careful to specify the name precisely as that person wishes the legal name to result. Although the most common net effect is to change only the person's last (family) name, there are other possibilities, and the decree should be specific and complete as to the precise name(s) being restored.

IT IS THEREFORE ORDERED that the parties to this action shall fully comply with the above findings and orders.

Signed ^in chambers at ^, Nebraska, on ^.
DEEMED ENTERED as of date of filing by court clerk.

[THIS

BY THE COURT:

SPACE

SHOULD

BE

LEFT

BLANK

FOR CLERK'S INSTRUCTIONS STAMP]

William B. Cassel
District Judge

In the signature block, the words "in chambers" would only be left in if you expect me to be signing the decree in a different county from that where is the case is pending. If you are bringing a proposed decree that you confidently expect to be signed at the close of the hearing (stipulated, no unusual features), it should probably read "Signed at [City name] on _____."